

REMARKS

Claims 35, 39, 40, 50-130 are pending in this application. Claims 57 and 60 are amended to correctly reference the claim from which it depends. Claims 51 and 102 are amended to correct punctuation. Claims 35, 39, 40, 60, 68, 83, 96, 98, 99, 103-107, 110,
5 111, 115, 117, 118, 121, 125, and 128-130 are amended to more particularly claim the invention.

Claims 70 and 71 are rewritten in independent form including all of the limitations of the base Claim 68 in response to the Examiner's suggestion that they may be allowable as such, and after being amended to overcome §112 rejections.

10 In addition to amendments to the claims, the above listing of claims includes redline markings showing renumbering of Claims 85-130 as previously adopted by the Examiner.

The Applicant traverses the finality of the office action:

The Examiner does not provide a basis for the rejection of Claim 117. The
15 Applicant requests that the Examiner provide a basis or allow Claim 117. The Applicant also notes that a Final Office Action that does not include a basis for the rejection of each pending claim is improper. Further, Claim 117 has not been amended since last considered by the Examiner, therefore, any new basis for the rejection of Claim 117 would preclude issuance of a Final Office Action. The Applicant, therefore, requests that
20 the Examiner withdraw the finality of the current office action and issue a new non-final office action, or allow Claim 117.

Further, the Examiner rejects Claim 35 under 35 U.S.C. § 103(a) in view of art including Dilger. The Applicant respectfully points out that this rejection is based on

new grounds and because Claim 35 was not amended in the previous office action, the finality of the current office action is improper for this reason as well. The Applicant, therefore, requests that the Examiner withdraw the finality of the current office action, or allow Claim 35 and those claims which depend therefrom.

5 The Examiner further rejects Claims 111, 115 and 118 under 35 U.S.C. §112 and under 35 U.S.C. §103(a) in view of art including Dilger. The Applicant respectfully points out that these rejected claims are identical to claims previously cancelled in response to a statement by the Examiner that other claims would be allowable if written in independent form (09/05/2003 Office Action page 18). Claims 111, 115 and 118 have,
10 thus, not been amended since previously considered by the Examiner and the current grounds for rejection are new. It is the position of the Applicant that under these circumstances the finality of the current office action is improper because the Applicant has not had sufficient opportunity to respond to the new grounds for rejection and these new grounds were not made in response to an amendment by the Applicant. The
15 Applicant, therefore, requests that the Examiner withdraw the finality of the current office action, or allow Claims 111, 115, and 118 and those claims which depend therefrom.

In the final office action of 08/12/2004 (hereafter the “current office action”),
20 **claims 40, 65-75, 83, 84, 98-113, 115, 116, 118 and 121-130 were rejected under 35 U.S.C. §112 as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.**

The Applicant traverses these rejections. However, in response, independent Claims 40, 68, 83, 98, 111, 115, 118, 121, 125, and 128 have been amended to further characterize the term “supplier.” The Applicant believes that these amendments are sufficient to overcome the Examiner’s rejections of these claims and those claims dependent therefrom under 35 U.S.C. §112.

In the current office action Claims 39, 40, 62-67, 76-82 and 98-110 were rejected under 35 U.S.C. §112, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

The Applicant traverses these rejections. However, in response independent Claims 39, 40, and 98 have been amended to further characterize the term “constraints.” The Applicant believes that these amendments are sufficient to overcome the Examiner’s rejections of these claims and those claims dependent therefrom under 35 U.S.C. §112.

Regarding Claim 76:

As stated by the Examiner, the specification uses the term “constraint” to refer to at least both what the Examiner refers to as a “technical feature” of a component or property that is not compatible with other technical features of selected components or properties, and also overall price and/or availability. It is the Applicant’s position that the scope of the term “constraint” in Claim 76 is meant to cover at least both of these uses of the term. That “constraint” may be interpreted in more than one way is not necessarily vague. Rather, as the Examiner has pointed out there are a number of well defined characterizations of “constraint” in the specification. Although these various characterizations may add breadth to the term “constraint,” it is the position of the

Applicant that they do not make the term vague, and thus Claim 76 is in condition for allowance.

In the current office action Claims 35, 50, 55, 56, 60, 61, 69, 72-74, 83-86, 91,
5 92, 96-99, 103-110, 118, 119, 129, and 130 were rejected under 35 U.S.C. §103(a) as
being unpatentable over Henson (U.S. Patent 6,167,383) in view of Teresko et al.
(Teresko et al., Calico Technology: Concinity configuration/quotation system,
Industry Week, Vol 245, issue 23, December 16, 1996, p. 24-26) and Dilger (Dilger,
Design by Desire, Manufacturing Systems, Vol. 16, Issue 3, March 1998, p. 62).

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Regarding Claim 35:

Amended Claim 35 recites:

15 35. (Currently Amended) *A method for configuring a product that is associated with a
number of configurable features, wherein the method allows a customer to
dynamically interact with a seller of the product over the Internet during the
configuration, the method comprising:
receiving into a configuration application of the seller a selected feature;
communicating from the seller to a manufacturer the selected feature;
20 receiving from the manufacturer over the Internet an automated response to the
communicated selected feature, the automated response including an
availability date that corresponds to the selected feature; and
updating an in-process bill of materials to reflect that selected feature and the
availability date;
25 wherein the availability date received from the manufacturer over the Internet is
provided to or by a supply chain planning (SCP) system.*

With respect to Claim 35, the Examiner states “the manufacturer can either be a
supplier or both the supplier and seller” (pg 13, current office action). However, Claim
35 has been amended to read “*communicating from the seller to a manufacturer,*” and,
30 thus, more clearly indicate that the “seller” and the “manufacturer” are different parties.

It is the Applicant's position that the Examiner's arguments rest on an assumption that the manufacturer is also the supplier, and because the amendments to Claim 35 make it clear that this assumption is no longer valid, Claim 35 and those claims that depend therefrom are in condition for allowance.

5 Further, on page 13 of the current office action, the Examiner states:

10 Teresko et al. teaches manufacturers can extend their enterprise-resource-planning (ERP) systems out to the Internet. The Calico sales quotation and configuration software integrates with ERP systems and eliminates the need for sales and manufacturing to maintain separate configuration systems ... Dilger teaches the system currently ... can be used remotely, deployed on laptops via a standard LAN dial-up connection. When a configuration is complete, it is sent to the company's product data management server that drives its preproduction functions –such as bills of material and product structure- and is updated to the production system.

15 With regard to Teresko et al.'s extended ERP system, the above text appears to teach no more than that an ERP system may be distributed and that the distributed components may communicate with each other via the Internet. It is not clear to the Applicant how Teresko et al. could be interpreted to teach a three party system. There
20 does not appear to be any evidence that the extended ERP system includes more than a single party.

As pointed out in the background section of the application as filed,

25 [Previous t]echniques involving supply chain planning (SCP) and enterprise resource planning (ERP) attempt to integrate the sellers and customers with the manufacturing environment, but such techniques are based on the presumption that a bill of materials that fully defines the configurable product has already been generated (pg 2 line 8-13).

Thus, the existing ERP systems were not capable of "*updating an in-process bill of*
30 *materials to reflect that selected feature and the availability date; wherein the availability date received from the manufacturer over the Internet is provided by a supply*

chain planning (SCP) system,” as recited in Claim 1. The Applicant is unable to identify any teaching within Teresko et al. that an ERP system extended to the Internet would include these claim limitations or otherwise overcome these problems of the prior art discussed by the Applicant in the background section of the application as filed.

5 With regard to Teresko et al.’s characterization of the Calico system, the above text cited by the Examiner appears to teach the use of one configuration system for both sales configuration and ERP within a single party. The Applicant is unable to identify any teaching that the sales configuration system and ERP system are separately controlled by a seller and a manufacturer. Thus, it is the Applicant’s position that
10 Teresko et al. do not teach a three party system as recited in Claim 35.

With regard to the Examiner’s citation of Dilger above, the cited text appears to teach that the configuration system may be distributed among a laptop and a server of a single party. Even if, for the sake of argument, one were to assume that the laptop and server constituted a separate seller and manufacturer, there does not appear to be any
15 mechanism in this architecture that “*allows a customer to dynamically interact with a seller[e.g., the laptop] of the product over the Internet during the configuration,*” as recited in Claim 35. It is, therefore, the position of the Applicant that Dilger does not teach a three party system as recited in Claim 35.

Further in regard to Dilger, the text cited by the Examiner above clearly states that
20 “[w]hen a configuration is *complete*, it is sent to the company’s product data management server that drives its preproduction functions,” (emphasis added). The Applicant respectfully points out that this characterization of the prior art fits the problem discussed in the background of the application and pointed out above (e.g., only a completed bill-

of-materials is sent). This is a problem overcome by some embodiments of the invention as claimed in Claim 35. Thus, the system of Dilger does not appear capable of “*updating an in-process bill of materials to reflect that selected feature and the availability date; wherein the availability date received from the manufacturer over the Internet is*”
5 *provided by a supply chain planning (SCP) system,”* as recited in Claim 35.

Further in regard to Dilger, the Examiner states:

10 Dilger teaches ... [t]he company is developing an integration package to link the system to Oracle Corp.’s ERP solutions. The combined solution will extract an item master from the ERP system –which includes such data as part numbers and product attributes- and send it to Concinity in a format the configuration engine understands.

First, the Applicant is unable to find any teaching within this text, or anywhere else in Dilger, that the configuration and the ERP systems referred to are separate systems of a
15 seller and a manufacturer. Second, the above quotation merely teaches that data concerning specific items may be extracted from the ERP system and that this extracted data may be sent to the configuration engine. These data may be, for example, fixed item specifications. Thus, this feature discussed in Dilger may be no more than a data loading feature. Thus, at the time of Dilger development was directed at porting data from an
20 ERP system to a configuration system. The Applicant is unable to find any teaching of communication from the configuration engine to the ERP, much less “*an automated response including an availability date that corresponds to the selected feature*” as recited in Claim 35.

Further, Claim 35 has been amended to recite “*updating an in-process bill of*”
25 *materials to reflect that selected feature and the availability date; wherein the availability date received from the manufacturer over the Internet is provided by a supply*

chain planning (SCP) system.” It is the position of the Applicant that, as amended, these claim limitations are not taught by Henson or any other of the cited art. Specifically, the cited art does not teach updating a bill-of-materials that is in-process, using data from a third party manufacturer.

5 Finally, regarding Claim 35, the Examiner states:

10 It would have been obvious to one of ordinary skill in the art at the time of the applicant’s invention to include communicating and receiving the selected features from a manufacturer via the manufacturer’s ERP system with Henson since the teaching of Teresko et al. and Dilger teach that it is old and well known in the sales quotation and configuration art that eliminating order errors improves customer satisfaction... (Pages 14-15, current office action)

The Applicant traverses this statement.

15 First, none of the above teachings appear to include communication between a separate customer, seller and manufacturer. In fact, it appears that at the time of Dilger merely a one way transfer of data between an ERP system and a configuration system within a single party was an area for further development. Thus, even in combination, it is the Applicant’s position that the cited references do not teach all of the limitations of Claim 35.

20 Second, it appears that the Examiner’s motivation for making this combination is that “it ... is well known in the sales quotation and configuration art that eliminating order errors improves customer satisfaction.” The Applicant respectfully points out that eliminating order errors merely motivates the use of automated sales quotation and configuration systems such as taught in Teresko et al above. The elimination of order
25 errors is achieved by use of an automated configuration system alone and does not require that the automated configuration system communicate with a manufacturing system of a separate party in order to receive availability or pricing data, as recited in

Claim 35. Because the motivation suggested by the Examiner is satisfied by the teachings of one of the cited references alone and no further satisfied when this reference is combined with the others cited by the Examiner, this motivation would not lead a person of ordinary skill in the art to further combine the teachings of the various cited arts as suggested by the Examiner.

Regarding Claims 50 and 55:

Claim 50 recites,

10 *50. The method of claim 35, further comprising: repeating the steps of receiving into a configuration application a selected feature, communicating to a manufacturer the selected feature, receiving from the manufacturer an automated response including an availability date, and updating a number of times until the configuration is complete thereby yielding a completed bill of materials.*

15 Claim 55 recites,

55. (Previously Presented) The method of claim 35, further comprising: deriving, from the in-process bill of materials, an in-process manufacturing bill of materials that reflects the received availability date that corresponds to the selected feature.

20 The Examiner states:

Dilger teaches the system currently is used by 20 in-house customer service reps in conjunction with an IBM AS/400-based enterprise wide manufacturing system. The system can be used remotely, deployed on laptops via a standard LAN dial-up connection. When a configuration is complete, it is sent to the company's product data management server that drives its preproduction functions – such as bills of material and product structure – and is updated to the production system.

The Applicant believes that Claims 50 and 55 are allowable for at least the reasons discussed above with respect to Claim 35. Specifically, the Applicant respectfully points out that the cited text does not teach the three party system of Claims 50 and 55. Rather, it appears to teach that the configuration process is performed by the same “company” having a “product data management server.” Thus, the cited art does

not include a separate manufacturer and seller as recited in Claims 50 and 55, and 35 from which they depend. Rather, the cited text of Dilger teaches a distributed manufacturing/sales system in which the configuration engine is loaded onto a laptop of the manufacturer/seller and data is sent back to a main server. This is not equivalent to the three party system of Claims 50 and 55 in which the seller and manufacturer are different parties.

Specifically with regard to Claim 50, the text cited by the Examiner above clearly states that “[w]hen a configuration is *complete*, it is sent to the company’s product data management server that drives its preproduction functions,” (emphasis added). The Applicant respectfully points out that this feature fits the problem discussed in the background of the application and pointed out above (e.g., only a completed bill-of-materials is sent). Thus, the system of Dilger does not teach “*repeating the steps of receiving into a configuration application a selected feature, communicating to a manufacturer the selected feature, receiving from the manufacturer an automated response including an availability date, and updating a number of times until the configuration is complete thereby yielding a completed bill of materials*,” as recited in Claim 50. Rather, Claim 50 includes communication concerning a bill-of-materials that is “*in-process*,” e.g., not yet completed. In contrast with the cited art the bill-of-materials of Claim 50 is “*in-progress*” and is updated in response to each communication.

Specifically with regard to Claim 55, the applicant is unable to find any teaching within the cited art that an “*in-process manufacturing bill of materials*” is derived from the “*in-process bill of materials*” of Claim 35. Even assuming, for the sake of argument, that the “complete configuration” of Dilger is used to generate a manufacturing bill of

materials after being sent to the data management server, the “complete configuration” is “complete” not “*in-process*” as recited in Claim 55. The problems of merely communicating a complete configuration (or bill-of-materials) are discussed in the application as filed, as noted above.

5 It is the position of the Applicant that, for at least these reasons, the limitations of Claims 50 and 55 are not taught by the cited art and are thus in condition for allowance.

Regarding Claim 56:

 The Applicant believes that Claim 56 is allowable for at least the same reasons
10 discussed above with respect to Claim 35.

Regarding Claim 60:

Amended Claim 60 recites,

15 *60. The method of claim 35, wherein a relationship between the customer and the seller has a configuration side associated with the customer, and a resource planning side associated with the seller, and the customer-seller relationship is respectively one of a consumer-seller relationship, a seller-supplier relationship and a supplier-vendor relationship.*

20 The Applicant believes that Claim 60 is allowable for at least the reasons discussed above with respect to Claim 35.

Further, the Examiner cites Dilger and states:

25 Dilger teaches remote salespeople must be able to run the configurator from a laptop on a single-user basis with integration to a central server for receiving product updates. When a configuration is complete, it is sent to the company’s product data management server...

(The examiner interprets the above to describe a seller-manufacturer relationship)

First, the Applicant respectfully points out that Claim 60 recites three different relationships between four parties. As pointed out previously, the cited art, even in combination does not teach three, much less four separate parties. Further, while the Examiner suggests that the cited art teaches the claimed seller-manufacturer relationship, the Applicant is unable to identify in the Examiner's remarks even a suggestion that the cited art also teaches the claimed manufacturer-vendor relationship.

Second, the Applicant traverses the suggestion that the "salespeople" and "company" discussed in the cited art constitute the claimed seller-manufacturer relationship. Assuming for the sake of argument that this were true, then the salesperson would be the seller. However, the seller also has a seller-customer relationship with the customer and this relationship *"has a configuration side associated with the customer, and a resource planning side associated with the seller,"* (Claim 60). In Dilger there does not appear to be a dynamic relationship between a customer and the laptop of the salesperson. Further, Claim 60 is dependent on Claim 35 which recites "the method allows a customer to dynamically interact with a seller of the product over the Internet during the configuration." If the salesperson and their laptop is the seller, as suggested by the Examiner, then it is not clear to the Applicant how the customer and salesperson are taught to *"dynamically interact"* over the Internet. Rather it appears that the customer and salesperson would communicate in person, face-to-face. For these various reasons, it is the Applicant's position that the Examiner's interpretation that the cited text of Dilger describes *"a consumer-seller relationship, a seller-manufacturer relationship and a manufacturer-vendor relationship"* as recited in Claim 60 is unfounded. The Applicant,

therefore, requests that the Examiner specifically point out prior art teachings that include all limitations of Claim 60, or allow Claim 60.

Regarding Claim 61:

5 Claim 61 recites,

61. *The method of claim 60, further comprising:*

10 *in response to the price of the selected feature being determined on the configuration side, deriving an in-process pricing bill of materials from the in-process bill of materials, wherein the in-process pricing bill of materials reflects the price of the selected feature; and*
in response to the price of the selected feature being determined on the resource planning side, deriving the in-process pricing bill of materials from an in-process manufacturing bill of materials that is derived from the in-process bill of materials and reflects the received availability date of the selected
15 *feature.*

The Applicant believes that Claim 61 is allowable for at least the reasons discussed above with respect to Claims 35 and 60 from which it depends.

Further, Claim 61 recites “*in response to the price of the selected feature being*
20 *determined on the configuration side*” and “*in response to the price of the selected feature being determined on the resource planning side.*” Thus, as recited in Claim 61 the price may be determined in two different locations (according to two different bills of materials). Further, Claim 61 recites “*deriving the in-process pricing bill of materials from an in-process manufacturing bill of materials that is derived from the in-process bill*
25 *of materials.*” Thus, there is an iterative derivation process recited in Claim 61.

The Applicant is unable to find any teaching in the cited art of the above limitations of Claim 61 and respectfully requests that the Examiner point out such teachings or allow Claim 61.

Regarding Claim 68:

Amended Claim 68 recites:

68. *A method for configuring a product having at least one selectable feature, the method comprising:*

- 5 *receiving, from a customer, a selection of a feature of the product at a configuration application of a seller of the product, the seller being a seller of the product to the customer;*
 communicating the received selection from the configuration application to a supplier system of a supplier to the seller;
10 *receiving from the supplier system an automated response to the communicated received selection, the automated response including an availability date of the selected feature;*
 updating an in-process bill of materials based upon the availability date of the selected feature; and
15 *using the updated in-process bill of materials to determine a first availability date of the product, the first availability date of the product being based on at least the availability date of the selected feature; and*
 providing the first availability date of the product to the customer.

20 On page 17 of the current office action the Examiner states “[a]s indicated above, the supplier refers to both a product seller and a manufacturer,” and suggests that Dilger therefore teaches “*communicating the received selection from the configuration application to a supplier system.*” However, in response to the Examiner’s rejections under §112, Claim 68 has be amended to clarify that the “seller” is “*a seller of the*
25 *product to the customer*” and the “*supplier system*” is “*a supplier system of a supplier to the seller.*” Thus, the supplier and the seller are different parties within a three party system which, as pointed out above, the Applicant is unable to find in the cited art. It is the Applicant’s position that the clarification that Claim 68 concerns a three party system renders the Examiner’s comments regarding other claim elements mute. The Applicant
30 requests that the Examiner reconsider the allowability of Claim 68, in light of the recited claim limitations applicability to a three party system. For example, according to

amended Claim 68 “*receiving from the supplier system an automated response*” comes from a supplier to the seller, and the information from the supplier is used to update the in-process bill of materials to determine “*a first availability date of the product.*” This first availability date is then provided to a third party to update a bill-of-materials that is still “*in-process.*”

Regarding Claim 69:

It is the Applicant’s position that Claim 69 is allowable for at least the same reasons as Claim 68. Specifically, in the three party system of Claim 68, the Examiner’s assumption that the manufacturer and the seller are the same party is no longer possible. Therefore, the Examiner’s comments with regard to Claim 69 are moot. The Applicant requests that the Examiner reconsider the allowability of Claim 68, in light of the recited claim limitation’s applicability to a three party system.

Regarding Claims 72-74:

The Applicant believes that Claims 72-74 are allowable for at least the same reasons discussed above with respect to Claim 68.

Regarding Claims 83 and 84:

Amended Claim 83 Recites:

83. A method for configuring a product having at least one configurable feature, the method comprising:

receiving, from a customer, a selection of a feature of the product, at a configuration application of a seller of the product, the seller being a seller of the product to the customer;

communicating the received selection from the configuration application of the seller to a supplier system of a manufacturer, the manufacturer configured to supply the feature to the seller;
receiving from the manufacturer an automated response to the communicated received selection, the automated response including an availability date of the selected feature or a price of the selected feature;
5 updating an in-process bill of materials using the automated response;
using the updated in-process bill of materials to determine an availability date of the product and a price of the product based on the received selection;
10 and
providing, to the customer, the determined first availability date of the product and the determined price of the product.

The Applicant believes that Claims 83 and 84 are allowable for at least the same reasons discussed above with respect to Claims 35, 50 and 68. Specifically, those teachings of Henson and Dilger discussed by the Examiner do not apply to three party systems, nor do they include updating an “in-process” bill-of-materials using data received from a manufacturer.

20 **Regarding Claim 85:**

Claim 85 Recites:

85. A method for configuring a product that is associated with a number of configurable features, wherein the method allows a customer to dynamically interact with a seller of the product over the Internet during the configuration, the method comprising:
25 receiving into a configuration application of the seller a selected feature, from the customer;
communicating from the seller to a manufacturer the selected feature;
receiving from the manufacturer an automated response including an availability date that corresponds to the selected feature; and
30 updating an in-process bill of materials to reflect that selected feature.

The Applicant believes that Claim 85 is allowable for at least the same reasons discussed above with respect to Claims 35 and 68.

Regarding Claim 85, the Examiner suggests that Teresko et al. and Dilger teach
“communicating from the seller to a manufacturer the selected feature.” Specifically the
Examiner states

5 Teresko et al. teaches manufacturers can extend their enterprise-resource-planning
(ERP) systems out to the Internet. The Calico sales quotation and configuration
software integrates with ERP systems and eliminates the need for sales and
manufacturing to maintain separate configuration systems. ... Dilger teaches that
10 when a configuration is complete, it is sent to the company’s product data
management server that drives the preproduction functions – such as bills of
material and product structure- and is updated to the production system.

The Applicant respectfully points out that Teresko et al. teaches merely that an
ERP system may be implemented in a client/server architecture. “Using Microsoft’s
Active X component architecture – which allows software “objects” to be distributed
15 over the Internet – Concinity offers users an “interactive Internet client,...” (Teresko et
al., paragraph 2). The Applicant is unable to identify any teaching within Teresko et al.
that this interactive Internet client can be integrated into a configuration system of a third
party. Further, the elimination of the need for separate sales and manufacturing systems
that is discussed in Teresko et al. is with regard to such systems within a single party, *not*
20 within the context of a separate seller and manufacturer. The Applicant respectfully
points out that it would be contrary to usual business practice for a separate seller party
and a separate manufacturing party to not keep separate systems. It is not clear to the
Applicant how this language teaches any of the limitations of Claim 85, which recites
separate sales and manufacturing systems that communicate with each other.

25 Further, the Applicant respectfully points out that Dilger teaches merely one-way
communication to a configuration system from a “product data management server”
within a single party referred to as “the company.” Dilger does not appear to teach two-

way communication between a three party system including a customer, a seller, and a manufacturer. Further, in contrast with Dilger, Claim 85 recites both “*communicating from the seller to a manufacturer*” as well as “*receiving from the manufacturer.*” The Applicant respectfully requests that the Examiner more specifically point out how it is
5 believed that each of these claim limitations is taught by the cited art.

Regarding Claim 98:

Amended Claim 98 recites,

- 10 98. *A system for configuring a product that is associated with a number of configurable features, wherein the system allows a customer to interact with a supplier of one or more of the configurable features over the Internet during the configuration, the system comprising:*
- 15 *a configuration application of a seller configured for receiving a selection of a feature of the product from a customer, and for validating a number of constraints associated with the selected feature, the constraints relating to compatibility between the selected feature and other features of the product or availability of the product including the selected feature, the seller being a seller of the product to the customer;*
- 20 *a communication module coupled to the configuration application for communicating the selected feature from the seller to a supplier, and for receiving over the Internet an availability date of the selected feature from the supplier to the configuration application, the supplier being a supplier of the selected feature to the seller; and*
- 25 *a first storage area coupled to one of the configuration application and the communication module for storing an in-process bill of materials that reflects the selected feature.*

It is the Applicant’s position that Claim 98 is allowable for the same reasons
30 discussed above with respect to Claims 35, and 68. Specifically, Claim 98 includes a three party system, in this case including a customer, seller and supplier, and communication between these three parties. Neither a three party system nor the recited communication appears to be taught by the cited art.

Regarding Claims 104, 105, 106, 109, and 110:

It is the Applicant's position that Claims 104, 105, 106, 109, and 110 are allowable for at least the same reasons as Claim 98 from which they depend.

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Regarding Claims 129 and 130:

It is the Applicant's position that Claims 129 and 130 are allowable for the at least the same reasons as Claim 128 (discussed below) from which they depend. Further, the Applicant respectfully points out that Claim 128 is rejected in view of Conklin et al. while Claims 129 and 130 are rejected solely based on Henson, and Teresko et al., in view of Dilger.

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Regarding Claims 86, 91, 92, 96, 97, 99, 103, 107, 108 and 118:

It is the Applicant's position that Claims 86, 91, 92, 96, 97, 99, 103, 107, 108 and 118 are allowable for the same reasons as Claims 85 and 98 from which they depend. Further, Claims 86, 91, 92, 96, 97, 99, 103, 107, 108 and 118 are allowable for at least the same reasons as discussed with respect to Claims 35, 50, 55, 56, 60, 61 and 68.

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Claims 51 and 87 are rejected under 35 U.S.C. §103(a) as being unpatentable over Henson, Teresko et al. and Dilger in view of "Christopher (Christopher, Logistics and Supply Chain Management, Strategies for Reducing Cost and Improving Service, 1998, Financial Times Professional Limited)."

The Applicant traverses these rejections on the grounds that the Examiner has not provided evidence that Christopher is prior art under §103(a). Specifically, the copy of the reference provided by the Examiner does not include a date of publication. The Applicant, therefore, requests that the Examiner provide evidence of a publication date
5 for the cited art or withdraw the rejection of Claims 51 and 87.

Further, Christopher appears to be in the field of inventory management rather than product configuration. For example, paragraph 5 of Christopher discusses receiving orders from a customer and replacing inventory in response. In contrast Claims 51 and 87 are both in the context of product configuration. In these claims the information
10 conveyed to a vendor is related to “a selected feature” of a product being configured. It is the Applicant’s position that none of the cited art, even in combination, include a configuration system configured to both receive a feature selection from a customer, to pass that selection on to a third party such as a supplier, manufacturer, or vendor, and to receive an automated response from the third party for updating an in-process bill of
15 materials.

For these reasons and those discussed with respect to Claims 35 and 85, from which Claims 51 and 86 depend, it is the Applicant’s position that Claims 51 and 86 are allowable.

20 **Claims 39, 52-54, 57-59, 62-64, 75, 88-90, 93-95, 100-102, 111-116, and 120-128 are rejected under 35 U.S.C. §103(a) as being unpatentable over Henson Teresko et al. and Dilger in view of Conklin et al.**

The Applicant traverses these rejections.

Regarding Claim 39:

Amended Claim 39 recites,

5 39. *A method for selling a configurable product incorporating at least one feature to be
selected by a customer, the method comprising:*
 (a) receiving a feature selection at a seller;
 (b) updating an inventory library based upon the received selection to reflect
 constraints imposed by the received feature selection, the constraints
10 *relating to a technical feature limitation, a price limitation or availability*
 of the configurable product;
 (c) providing the received selection to a supplier;
 (d) receiving information from the supplier comprising at least one of availability
 date and price for the received selection;
 (e) where customer desires are not satisfied, providing at least one of a customer
15 *desired availability date and a customer desired price for the selection;*
 (f) providing accommodation data from the supplier, the accommodation data
 responsive to the at least one of the customer desired availability date and
 the customer desired price for the selection; and
 (g) updating at least one of a manufacturing bill of materials, a pricing bill of
20 *materials, and a configuration bill of materials based on the received*
 selection;
 wherein the customer desires comprise either at least one of a plurality of
 availability dates or at least one of a plurality of prices, for the selected
 feature.

25 For the reasons discussed above with respect to Claim 35, it is the Applicant's
position that Claim 39 recites a three party system including a customer, a seller and a
supplier. The language of Claim 39 is such that the seller and the supplier cannot be the
same party. For example, the feature selection is first received by the seller ("*receiving a*
30 *feature selection at a seller*") and then provided to the supplier ("*providing the received*
 selection to a supplier"). These steps would not make sense unless the seller and supplier
were separate parties.

In contrast, the art cited by the Examiner all deal with two party systems. For
example, with regard to Claim 39 the Examiner implies on page 28 of the current office

action that the text of Dilger's that includes "when a configuration is complete, it is sent to the company's product data management server that drives its preproduction functions—such as bills of material and product structure- and is updated to the production system," (Dilger, paragraph 7) teaches "*providing the received selection to a supplier*" as recited in
5 Claim 39. However, in Dilger this step involves sending data from one part of a seller to another part of the seller, NOT between a seller and a supplier. Thus, Dilger does not teach communication between a seller and supplier as recited in Claim 39.

Further, Dilger teaches that the entire configuration is communicated. This would be undesirable where the communication is to a different party such as recited in Claim
10 39. For example, the seller of a computer system would generally not want to send the entire computer configuration to a manufacturer of a hard drive feature. In contrast, Claim 39 recites "*providing the received selection to a supplier.*" Thus, in the above example, a manufacturer of a hard drive feature may receive only the selection of that feature, not the entire computer configuration in which their hard drive will be included.
15 This is an important advantage not taught in the prior art. Thus, it is the position of the Applicant that the teachings of Dilger are not applicable to the three party system of Claim 39 and even in combination with the other art cited would not teach all the limitations of Claim 39.

Further, the Examiner suggests that Col. 6, lines 18-67 of Henson teaches
20 "*receiving information from the supplier comprising at least one of availability date and price for the received selection,*" as recited in Claim 39. However, the Applicant respectfully points out that this section of Henson concerns a customer receiving information from a seller, NOT a seller receiving information from a supplier as in Claim

39. It is the position of the Applicant that Henson does not teach receiving information at a seller from a supplier and, therefore, Henson cannot teach “*receiving information from the supplier*” as recited in Claim 39.

Further, Claim 39 recites in part:

- 5 (e) *where customer desires are not satisfied, providing at least one of a customer desired availability date and a customer desired price for the selection; [and]*
 (f) *providing accommodation data from the supplier, the accommodation data responsive to the at least one of the customer desired availability date and the customer desired price for the selection;*

10

On page 29 of the current office action the Examiner suggests that teaching of these claim limitations can be found in Conklin et al. However, the Applicant respectfully points out that Conklin et al. teaches negotiating within the context of a two party system, such as a customer and a seller. In contrast, in some embodiments of the invention, a
15 seller may negotiate a price or availability date with a customer, and *in addition* communicate with a supplier (of the seller) in order to receive data from the supplier for use in these negotiations. The Applicant is unable to find any teaching within Conklin et al. that a seller provides a customer desire to a supplier, that the seller receives an accommodation from the supplier or that the seller uses this accommodation data in
20 negotiations with the customer.

20

The Examiner directs the Applicant to Paragraph 28 of Dilger which teaches “[u]sing various third-party technologies, the solution including a quote and proposal generator and marketing encyclopedia, ...” However, this language most likely refers to technologies such as text processing or document formatting systems and does not appear
25 to teach the supplier communications suggested by the Examiner.

25

The Applicant, therefore, requests that the Examiner specifically point out teachings of all the limitations of Claim 39, including those discussed above, within the cited art, or allow Claim 39 and those claims that depend therefrom.

Further in regard to Claim 39, as motivation to combine the cited art the Examiner
5 discusses the advantages of doing business with a customer over the Internet.

Specifically, the Examiner states, “[t]he customer having the ability to negotiate all aspects of doing business with the company over the Internet would reduce overall cost of the transaction for both the customer and company.” However, the Applicant respectfully points out that this motivation concerns only two parties and thus would be
10 fully satisfied by the negotiating system of Conklin et al. alone. Thus fully satisfied, this motivation provides no further motivation to combine other art with Conklin et al. It is, therefore, the Applicant’s position that the Examiner has not provided an adequate motivation to combine the cited art and thus not made a *prima facie* case for rejection under 35 U.S.C. §103(a). This deficiency in motivation also applies to the Examiner’s
15 rejection of Claims 52-54, 57-59, 62-64, 75, 88-90, 93-95, 100-102, 111-116, and 120-128 under §103(a).

For at least these reasons the Applicant requests that the Examiner allow Claim 39 and those claims that depend therefrom.

20 **Regarding Claim 52:**

The Applicant believes that Claim 52 is allowable for at least the reasons discussed above with respect to Claim 35 from which it depends.

Regarding Claims 53 and 54:

Claim 53 recites,

5 *53. The method of claim 35, wherein the availability date received from the manufacturer is in response to a customer specified availability date communicated to at least one of the seller and manufacturer.*

Claim 54 recites,

10 *54. The method of claim 35, wherein the availability date received from the manufacturer is in response to a customer specified price communicated to at least one of the seller and manufacturer.*

 The Applicant believes that Claims 53 and 54 are allowable for at least the reasons discussed above with respect to Claim 35 from which they depend. In addition, Claims 53 and 54 include the manufacturer responding to a customer specified
15 availability date or price. Thus, the Applicant further believes that Claims 53 and 54 are also allowable for at least reasons discussed above with respect to Claim 39.

Regarding Claim 57-59:

 The Applicant believes that Claims 57, 58 and 59 are allowable for at least the
20 same reasons discussed above with respect to Claims 35 and 56 from which they depend. Further, the Applicant believes that Claim 58 is allowable for at least reasons discussed above with respect to Claim 39.

Regarding Claims 62-64:

25 The Applicant believes that Claims 62-64 are allowable for at least the same reasons discussed above with respect to Claim 39 from which they depend.

Regarding Claim 75:

Claim 75 recites,

5 75. *The method of claim 73, wherein the received feature price is responsive to a customer specified availability date communicated to the seller and to the manufacturer.*

The Applicant believes that Claim 75 is allowable for at least the same reasons discussed above with respect to Claims 68 and 73 from which it depends.

10 Further, the Applicant believes that Claim 75 is allowable for at least reasons discussed above with respect to Claim 39. For example, the Applicant is unable to identify any teaching of communication of a customer specified availability date to a manufacturer in the cited art. The Applicant respectfully requests that the Examiner specifically point out such a teaching within the cited art, or allow Claim 75.

15 Further, the Applicant is unable to find any teaching within the cited art of communicating a “customer specified availability date” to both “the seller and to the manufacturer,” (the seller and manufacturer being different parties). The Applicant respectfully requests that the Examiner specifically point out such a teaching within the cited art, or allow Claim 75.

20 **Regarding Claims 88-90 and 93-95:**

The Applicant believes that Claims 88-90 and 93-95 are allowable for at least the same reasons discussed above with respect to Claim 85 from which they depend.

Further, the Applicant believes that Claims 88-90 and 90-95 are allowable for at least reasons discussed above with respect to Claim 39.

25

Regarding Claims 100-102:

The Applicant believes that Claims 100-102 are allowable for at least the same reasons discussed above with respect to Claim 98 from which they depend. Further, the Applicant believes that Claims 100-102 are allowable for at least reasons discussed above
5 with respect to Claim 39.

Regarding Claims 111-113:

Amended Claim 111 recites,

10 *111. A method for configuring a product that is associated with a number of
configurable features, wherein the method allows a customer to dynamically
interact with a supplier of the product over the Internet during the configuration,
the method comprising:
communicating a customer selection of a product feature to the supplier, the
supplier being a supplier of the product to the customer;
15 receiving at the customer an availability date from the supplier, the availability
date corresponding to the customer selected product feature;
communicating a customer specified new availability date to the supplier in
response to the availability date received from the supplier being
unsatisfactory to the customer; and
20 receiving from the supplier an automated response including an accommodation
based on the customer specified new availability date.*

With regard to Claim 111 the Examiner suggests that:

25 The multivariate negotiation engine [of Conklin et al.] for iterative bargaining that enables participants such as a customer and supplier to search and evaluate supplier information, purpose, and negotiate orders and counteroffers. All multiple variables such as prices, terms, conditions, etc. are iteratively negotiated with a customer. (current office action, pgs. 33-34)

30 teaches “*receiving from the supplier an automated response including an accommodation based on the customer specified new availability date*” as recited in Claim 111.

However, the Applicant is unable to find any teaching within Conklin et al. of a response that is *automated*, much less a response that is both *automated* and includes an

accommodation from a supplier. In contrast, the Applicant finds that the teaching of Conklin et al. “requires that each sponsor, and participant in a community have a standard Web browser,” (Col. 18 lines 60-61). This suggests that, rather than being automated, each party includes a person viewing and entering data into the required Web browser.

- 5 The Applicant, therefore requests that the Examiner more specifically point out a teaching of these limitations within the cited art, or allow Claim 111 and Claims 112 and 113 that depend therefrom.

Regarding Claim 114:

- 10 Claim 114 recites,

114. *A process for configuring a product that is associated with a number of configurable features, wherein the customer dynamically interacts with a seller of the product over the Internet in order to define a set of sales parameters that includes an availability date of at least one of the configurable features, the method comprising:*
15 *responsive to the customer selecting a feature of the product, receiving at the seller an automated response from a manufacturer, the automated response including an availability date that corresponds to that selected feature;*
20 *responsive to the received availability date being unsatisfactory to the customer, communicating a customer specified availability date to the manufacturer; updating an in-process bill of materials to reflect that selected feature; and in response to the customer being satisfied with the sales parameters, submitting a completed bill of materials to the manufacturer.*

- 25
- The Examiner states that Claim 114 recites substantially the same limitations as that of Claims 52-54, 57-59, 62-64, 111-113, and 121. However, the Applicant respectfully points out that Claim 114 recites “*in response to the customer being satisfied with the sales parameters, submitting a completed bill of materials to the manufacturer,*”
30 which is not found in any of the claims referred to by the Examiner. The Applicant notes

that a “*completed bill of materials*” is distinct from an in-process bill-of-materials or a selected feature. The Applicant, therefore, requests that the Examiner cite teaching of this claim element or allow Claim 114.

Further, the Applicant points out that the claim limitations included in “*in response to the customer being satisfied with the sales parameters, submitting a completed bill of materials to the manufacturer*” are in the context of a three party system that does not appear to be taught by the cited art.

Further, the Applicant believes that Claim 114 is allowable for at least reasons discussed above with respect to Claims 35, 39 and 68.

Regarding Claim 115-116:

The Applicant believes that Claims 115-116 are allowable for at least reasons discussed above with respect to Claims 35, 39 and 68.

Regarding Claim 120:

Claim 120 recites,

120. The method of claim 114, wherein the step of communicating a customer specified availability date to the manufacturer is followed by receiving from the manufacturer an automated response including an accommodation in response to the customer specified availability date.

On page 35 of the current office action the Examiner suggests that “the multivariate negotiation engine for interactive bargaining” of Conklin et al. teaches the above claim limitations. The Applicant traverses this suggestion and again points out that the system of Conklin et al. is in the context of a two-party system, rather than the three-party system of Claims 114 and 120. Further, the claimed three-party system is more

than a mere combination of two two-party systems. For example, the three-party system includes managing (“*updating*”) an in-process bill of materials using data from two different sources (the customer and the supplier) and later “*submitting a completed bill of materials to the manufacturer.*” Further, the three-party system includes

5 interdependencies between data received by the seller from one party and data sent by the seller to another party (e.g., “*responsive to the customer selecting...*,” “*responsive to the received availability...*,” and “*in response to the customer being satisfied...*”). These, and other functions of the seller intermediary, would not be found in a two-party system.

10 **Regarding Claim 121:**

Claim 121 recites,

121. *A method for selling a configurable product incorporating at least one feature to be selected by a customer, the method comprising:*

- 15 (a) *receiving at a seller a feature selection by the customer;*
(b) *updating an inventory library based upon the received selection to reflect constraints imposed by the received selection;*
(c) *providing the received selection to a supplier, the supplier being a supplier of the feature to the seller;*
(d) *receiving information from the supplier comprising at least one of availability date and price for the received selection;*
20 (e) *where customer desires are not satisfied, providing at least one of a customer desired availability date and a customer desired price for the received selection;*
(f) *displaying accommodation data from the supplier corresponding to the customer desires; and*
25 (g) *updating at least one of a manufacturing bill of materials, a pricing bill of materials, and a configuration bill of materials based on the selection.*

It is the Applicants position that Claim 121 is allowable for at least reasons

30 discussed above with respect to Claims 35, 39, 68 and 114.

Further, on page 37 of the current office action, the Examiner suggests that “displaying accommodation data from the supplier corresponding to the customer desires” is taught by Conklin et al. The Applicant traverses this suggestion and respectfully points out that in the teachings of Conklin et al. there are only a customer and a seller. Thus, there is no (third-party) supplier from which accommodation data can be received to display, as recited in Claim 121.

Regarding Claims 122-127:

It is the Applicant’s position that Claims 122-124 are allowable for the same reason as Claim 121 from which they depend.

Further, it is the Applicant’s position that Claims 125-127 are allowable for at least reasons discussed above with respect to Claims 35, 39, 68, and 114.

Regarding Claims 128-130:

Claim 128 recites,

*128. (Previously Presented) A method of selling from a supplier a product, the product including at least one selectable feature to be chosen by a customer, the method comprising:
providing to a customer a selectable feature, and at least one of price and availability date of the selectable feature;
conveying to the supplier at least one of a customer desired availability date and a customer desired price; and
supplying an automated response to a seller, the automated response including an accommodation from the supplier based on the at least one of a customer desired availability date and a customer desired price.*

With regard to Claim 128 the Examiner suggests that:

The multivariate negotiation engine [of Conklin et al.] for iterative bargaining that enables participants such as a customer and supplier to search and evaluate

supplier information, purpose, and negotiate orders and counteroffers. All multiple variables such as prices, terms, conditions, etc. are iteratively negotiated with a customer. (current office action, pg. 38)

5 teaches “*supplying an automated response to a seller, the automated response including an accommodation from the supplier based on the at least one of a customer desired availability date and a customer desired price*” as recited in Claim 128. However, the Applicant is unable to find any teaching within Conklin et al. of a response that is *automated*, much less a response that is both *automated* and includes an *accommodation*
10 from a supplier. In contrast, the Applicant finds that the teaching of Conklin et al. “requires that each sponsor, and participant in a community have a standard Web browser,” (Col. 18 lines 60-61). This suggests that, rather than being automated, each party includes a person viewing and entering data into the required Web browser. The Applicant, therefore requests that the Examiner more specifically point out a teaching of
15 these limitations within the cited art, or allow Claim 128 and Claims 129 and 130 that depend therefrom.

CONCLUSION

Upon consideration of the above remarks, Applicants submit that the application is in condition for allowance, and respectfully request the issuance of a Notice of

5 Allowability.

Respectfully submitted,

Yuri Smirnov

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By: 

Steven M. Colby, Reg. No. 50,250

Carr & Ferrell LLP

2200 Geng Rd.

Palo Alto, CA 94303

Phone: (650) 812-3400

Fax: (650) 812-3444

15